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NACE,
GUTIERREZ
& SACHS, LLP

June 27, 2014

VIA ELECTRONIC FILING

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A306
Washington, DC 20554

Re: Connect America Fund, WC Docket No. 10-90

Dear Secretary Dortch:

On behalf of DialTone Services, LP ("DialTone") (SAC 449030), please find attached a copy of DialTone's FCC Form 481 Carrier Annual Report, filed pursuant to Section 54.313 of the Commission's Rules ("Form 481 Report"). The Form 481 Report has been submitted to the Universal Service Administrative Company through its E-File System, and was successfully certified on June 27, 2014.

Please contact the undersigned if any questions arise concerning the above-referenced enclosures or if you require any additional information.

Sincerely,



Todd B. Lantor
Steven M. Chernoff
John Cimko

Attorneys for:
DialTone Services, LP

Attachment

FCC Form 481 - Carrier Annual Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3050-0819 July 2013
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<010> Study Area Code	449030
<015> Study Area Name	DIALTONE SERVICES, LP
<020> Program Year	2015
<030> Contact Name: Person USAC should contact with questions about this data	William Dorran
<035> Contact Telephone Number: Number of the person identified in data line <030>	4155058127 ext.
<039> Contact Email Address: Email of the person identified in data line <030>	Bdorran@dialtonetexas.com

ANNUAL REPORTING FOR ALL CARRIERS		54.313 Completion Required	54.422 Completion Required
<i>(check box when complete)</i>			
<100> Service Quality Improvement Reporting	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<200> Outage Reporting (voice)	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<300> Unfulfilled Service Requests (voice)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<310> Detail on Attempts (voice)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>(attach descriptive document)</i>			
<320> Unfulfilled Service Requests (broadband)	0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<330> Detail on Attempts (broadband)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>(attach descriptive document)</i>			
<400> Number of Complaints per 1,000 customers (voice)			
<410> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<420> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<430> Number of Complaints per 1,000 customers (broadband)			
<440> Fixed	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<450> Mobile	0.0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<500> Service Quality Standards & Consumer Protection Rules Compliance	<i>(check to indicate certification)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<510> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">449030TX510.pdf</div>	<i>(attach descriptive document)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<600> Functionality in Emergency Situations	<i>(check to indicate certification)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<610> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">449030TX610.pdf</div>	<i>(attach descriptive document)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<700> Company Price Offerings (voice)	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<710> Company Price Offerings (broadband)	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<800> Operating Companies and Affiliates	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<900> Tribal Land Offerings (Y/N)?	<input type="radio"/> <input checked="" type="radio"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1000> Voice Services Rate Comparability	<i>(check to indicate certification)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1010> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">449030TX1010.pdf</div>	<i>(attach descriptive document)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)?	<input checked="" type="radio"/> <input type="radio"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>(if not, check to indicate certification)</i>			
<1110>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<1200> Terms and Condition for Lifeline Customers	<i>(complete attached worksheet)</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<2005>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>	<i>(check to indicate certification)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<3005>	<i>(complete attached worksheet)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**(100) Service Quality Improvement Reporting
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com
<110>	Has your company received its ETC certification from the FCC?	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

- <112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please check these boxes below to confirm that the attached documents(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorkan
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Bdorkan@dialtonetexas.com

[illegible]

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com

[illegible]

(710) Broadband Price Offerings Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	bdorran@dialtonetexas.com

[illegible]

(800) Operating Companies Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com
<810>	Reporting Carrier	DIALTONE SERVICES, LP
<811>	Holding Company	
<812>	Operating Company	

[illegible]

**(900) Tribal Lands Reporting
Data Collection Form**

 FCC Form 481
 OMB Control No. 3060-0986/OMB Control No. 3060-0819
 July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	bdorran@dialtonetexas.com

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- | | |
|-------|--|
| <921> | Needs assessment and deployment planning with a focus on Tribal community anchor institutions. |
| <922> | Feasibility and sustainability planning; |
| <923> | Marketing services in a culturally sensitive manner; |
| <924> | Compliance with Rights of way processes |
| <925> | Compliance with Land Use permitting requirements |
| <926> | Compliance with Facilities Siting rules |
| <927> | Compliance with Environmental Review processes |
| <928> | Compliance with Cultural Preservation review processes |
| <929> | Compliance with Tribal Business and Licensing requirements. |

Select (Yes, No, NA)

**(1100) No Terrestrial Backhaul Reporting
Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Edorran@dialtonetexas.com

<1120> Please check this box to confirm no terrestrial backhaul
options exist within the supported area pursuant to § 54.313(G) ☐

<1130> Please check this box to confirm the reporting carrier offers
broadband service of at least 1 Mbps downstream and 256 kbps
upstream within the supported area pursuant to § 54.313(G) ☐

(1200) Terms and Condition for Lifeline Customers**Lifeline****Data Collection Form**

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	bdorran@dialtonetexas.com

449030TX1210.pdf

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

Name of Attached Document

<1220> Link to Public Website

HTTP

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ☒
- <1222> Details on the number of minutes provided as part of the plan, ☒
- <1223> Additional charges for toll calls, and rates for each such plan. ☒

(2000) Price Cap Carrier Additional Documentation**Data Collection Form***Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting

<2010> 2nd Year Certification {47 CFR § 54.313(b)(1)} ☐

<2011> 3rd Year Certification {47 CFR § 54.313(b)(2)} ☐

Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}

<2012> 2013 Frozen Support Certification ☐

<2013> 2014 Frozen Support Certification ☐

<2014> 2015 Frozen Support Certification ☐

<2015> 2016 and future Frozen Support Certification ☐

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification Support Used to Build Broadband ☐

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017> 3rd year Broadband Service Certification ☐

<2018> 5th year Broadband Service Certification ☐

<2019> Interim Progress Certification ☐

<2020> Please check the box to confirm that the attached document(s), on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year. ☐

<2021> Interim Progress Community Anchor Institutions

Name of Attached Document Listing Required Information

(3000) Rate Of Return Carrier Additional Documentation

FCC Form 481

Data Collection Form

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010> Study Area Code 449030
 <015> Study Area Name DIALTONE SERVICES, LP
 <020> Program Year 2015
 <030> Contact Name - Person USAC should contact regarding this data William Dorrax
 <035> Contact Telephone Number - Number of person identified in data line <030> 4155058127 ext.
 <039> Contact Email Address - Email Address of person identified in data line <030> Bdorrax@dialtonetexas.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

- (3010) Progress Report on 5 Year Plan
 Milestone Certification (47 CFR § 54.313(f)(1)(i))

Name of Attached Document Listing Required Information

- (3011) Please check this box to confirm that the attached document(s), on line 3012 contains the required information pursuant to § 54.313 (f)(1)(ii), the carrier shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year. ☐

- (3012) Community Anchor Institutions (47 CFR § 54.313(f)(1)(iii))

Name of Attached Document Listing Required Information

- (3013) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))
 (3014) If yes, does your company file the RUS annual report

(Yes/No) 88
 (Yes/No)

Please check these boxes to confirm that the attached document(s), on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

- (3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers) ☐
 (3016) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows ☐

- (3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation

Name of Attached Document Listing Required Information

- (3018) If the response is no on line 3014, is your company audited?

(Yes/No) 00

If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

- (3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications ☐

- (3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows ☐

- (3021) Management letter issued by the independent certified public accountant that performed the company's financial audit. ☐

If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:

- (3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers, ☐

- (3023) Underlying information subjected to a review by an independent certified public accountant ☐

- (3024) Underlying information subjected to an officer certification. ☐

- (3025) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows ☐

- (3026) Attach the worksheet listing required information

Name of Attached Document Listing Required Information

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	449030
<015> Study Area Name	DIALTONE SERVICES, LP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	William Dorran
<035> Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	
Signature of Authorized Officer:	Date
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
---	--

<010> Study Area Code	449030
<015> Study Area Name	DIALTONE SERVICES, LP
<020> Program Year	2015
<030> Contact Name - Person USAC should contact regarding this data	William Dorran
<035> Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039> Contact Email Address - Email Address of person identified in data line <030>	Bdorran@dialtonetexas.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) <u>Lukas, Nace, Gutierrez & Sachs, LLP</u> is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent:	Lukas, Nace, Gutierrez & Sachs, LLP
Name of Reporting Carrier:	DIALTONE SERVICES, LP
Signature of Authorized Officer:	CERTIFIED ONLINE Date: 06/27/2014
Printed name of Authorized Officer:	William Dorran
Title or position of Authorized Officer:	President
Telephone number of Authorized Officer:	4155058127 ext.
Study Area Code of Reporting Carrier:	449030 Filing Due Date for this form: 07/01/2014
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier:	DIALTONE SERVICES, LP
Name of Authorized Agent or Employee of Agent:	Lukas, Nace, Gutierrez & Sachs, LLP
Signature of Authorized Agent or Employee of Agent:	CERTIFIED ONLINE Date: 06/27/2014
Printed name of Authorized Agent or Employee of Agent:	Steven M. Chernoff
Title or position of Authorized Agent or Employee of Agent:	Attorney
Telephone number of Authorized Agent or Employee of Agent:	7035848670 ext.
Study Area Code of Reporting Carrier:	449030 Filing Due Date for this form: 07/01/2014
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Attachments

(700) Price Offerings including Voice Rate Data
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010> Study Area Code 449030

<015>	Study Area Name	DIALTONE SERVICES, LP
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<020>	Program Year	2015
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<030> Contact Name - Person USAC should contact regarding this data William Dorran

<035> Contact Telephone Number - Number of person identified in data line <030> 4155058127 ext.

<039> Contact Email Address - Email Address of person identified in data line <030> Edorran@adialconetexas.com

2/1/2014

[illegible]

<703>

[illegible]

(710) Broadband Price Offerings
Data Collection Form

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	449030
<015>	Study Area Name	DIALTONE SERVICES, LP
<020>	Program Year	2015
<030>	Contact Name - Person USAC should contact regarding this data	William Dorran
<035>	Contact Telephone Number - Number of person identified in data line <030>	4155058127 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	bdorran@dialtonetexas.com

[illegible]

DialTone Services, L.P. (SAC 449030)

**Line 510 – Compliance with Service Quality Standards and
Consumer Protection**

The FCC's rules require that an ETC provide a "[c]ertification that it is complying with applicable service quality standards and consumer protection rules[.]"¹ For wireless ETCs, the FCC has held that a commitment to abide by the CTIA–The Wireless Association® ("CTIA") Consumer Code for Wireless Service is sufficient to meet this requirement.² The FCC has also determined that it will evaluate other commitments on a case-by-case basis, noting that "[t]o the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement."³ Finally, the FCC has held that "[i]f ETCs are complying with any voluntary code ... they should so indicate in their reports."

DialTone Services, L.P. ("DTS") hereby certifies that it complies with applicable service quality and consumer protection practices in connection with its provision of voice and broadband services. Specifically, in the orders designating DTS as an ETC, the Public Utility Commission of Texas ("PUC") accepted DTS's voluntary commitment to comply with several PUC Substantive Rules related to quality of service, service objectives and transmission requirements, to the extent those rules are applicable to MSS providers. *See* P.U.C. Subst. R. 26.52, 26.53, and 26.54. DTS also complies with applicable federal service quality and consumer protection requirements, including but not limited to Customer Proprietary Network Information rules and other federal rules and statutes protecting consumer privacy.

¹ 47 C.F.R. § 54.313(a)(5).

² *Federal-State Joint Board on Universal Service, Report and Order*, 20 FCC Rcd 6371, 6383 (2005).

³ *Id.* at 6383-84 and n.72.

DialTone Services, L.P. (SAC 449030)

Line 610 – Functionality in Emergency Situations

Section 54.313(a)(6) requires eligible telecommunications carriers (“ETCs”) to certify that they are “able to function in emergency situations as set forth in §54.202(a)(2)”¹ in connection with their provision of voice and broadband services. The Commission’s Rules do not require an ETC to describe how it is capable of handling emergencies. The referenced rule section, Section 54.202(a)(2), requires that each applicant for ETC designation must “[d]emonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to re-route traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”² Although DialTone Services, L.P. (“DTS”) is not an applicant, it will rely on Section 54.202(a)(2) to describe its network’s emergency functionality for purposes of Section 54.313(a)(6) as follows:

DTS utilizes Mobile Satellite Service (“MSS”) networks to provide service. By its nature the network is designed to operate in an emergency setting. The ground units can operate on either traditional power or their battery power. The satellites are powered by solar power and batteries and not subject to power outages on the ground. The network operating center or hub on the ground has backup power generation. The networks are also designed to handle increases in voice or broadband traffic with both existing excess capacity and the ability to increase power to increase capacity. DTS has provided service to first responders in emergency situations in Texas on several occasions where DTS was the only functioning network.

¹ 47 C.F.R. § 54.313(a)(6).

² 47 C.F.R. § 54.202(a).

DialTone Services, L.P. (SAC 449030)

Line 1010 – Voice Services Rate Comparability

The Commission's rules require a recipient of high-cost support to certify that "the pricing of the company's voice services is no more than two standard deviations above the applicable national average urban rate for voice service, as specified in the most recent public notice issued by the Wireline Competition Bureau and Wireless Telecommunications Bureau" 47 C.F.R. § 54.313(a)(1).¹ The Wireline Competition Bureau ("WCB") released a Public Notice on March 20, 2014, specifying the national average urban rate for voice service and indicating that "each ETC, including competitive ETCs, must certify that the pricing of the voice services is no more than \$46.96." Public Notice, DA 14-384 (rel. Mar. 20, 2014), at 2.

DialTone Services, L.P. ("DTS") currently offers voice services that are below the \$46.96 benchmark specified in the WCB Public Notice. Specifically, DTS offers a fixed wireless local voice calling plan providing unlimited minutes for a flat monthly charge of \$14.95.

¹ In the *Further Notice*, the Commission sought comment on how to define the "basic offering" that a mobile wireless provider must report for voice rate comparability purposes. Specifically, the Commission asked how a mobile wireless "basic offering" should be defined in a way that "take[s] into account packages that offer varying numbers of minutes of usage and/or additional features such as texting[.]" *Connect America Fund Further Notice of Proposed Rulemaking*, WC Docket No. 10-90, *et al.*, 26 FCC Rcd 17663, 18046 (para. 1020). The Commission has not yet adopted a definition. In the absence of a definition of "basic offering" for purposes of the voice service rate comparability, DTS provides an analysis with respect to a rate plan that is arguably its most "basic" offering.

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Line 1210 – Terms and Conditions for Lifeline Customers

Monthly Rate	14.95
Monthly Rate for Lifeline	-0-
Minutes	Unlimited
Toll Charges	None



Assigned Phone Numbers (G1 / BTN):

Line 1: ()

Line 2: ()

Line 3: ()

Toll-Free Phone Number - BTN:

TFN: ()

DTS Dealers MUST Complete This Section
(Refer to your Dealer Sheets for Required Codes)

USAC Code

CLLI

Zip Code

Acct. Type ☐ RES ☐ BUS ☐ GOV

NPA-NXX

Dealer I.D. TX -

Notes:

Subscriber Agreement

Valid for new subscribers in DialToneServices' (DTS) service territories ONLY. Customer must read and sign the DTS Customer Disclosure, as well as provide valid location documentation (attach said documentation to this subscriber agreement). This form must be completed in its entirety; AND signed by both the subscriber and the Dealer, then submitted to and received by DTS.

Account Information

☐ New ☐ Add-On ☐ Upgrade ☐ Replacement ☐ Change of Responsibility Activation Date

Account Name Contact Person

Contact Phone Number () County

Location Address Billing Address

GPS Information

Required: The service location must be verified by approved documentation. Documentation Attached: ☐ Yes ☐ No

Payment Method and Credit Verification

☐ Credit Card Auto-Pay Monthly Card Type: ☐ Visa ☐ Mastercard ☐ Discover ☐ Diner's☐ Debit Card Auto-Pay Monthly Visa or Mastercard Card Number - - -☐ Monthly Billing Statement Debit Cards ONLY Name on Card

Driver's License No. () Expiration Date /

Social Security Number - - CID / CSC (3-digit code)

Service Plan and Information

Line 1: Rate Plan Name & Description Master Rate Code

Line 2: Rate Plan Name & Description Master Rate Code

Line 3: Rate Plan Name & Description Master Rate Code

Equipment, Features and Toll-Free Service

Line 1: Equipment Plan Description Equipment Code

MSISDN #: 8816- SIM #: 8988169- IMEI or ESN:

Line 2: Equipment Plan Description Equipment Code

MSISDN #: 8816- SIM #: 8988169- IMEI or ESN:

Line 3: Equipment Plan Description Equipment Code

MSISDN #: 8816- SIM #: 8988169- IMEI or ESN:

Toll-Free 800 Service for Incoming Calls Added to Plan on Ring-To Line Number: Activation Fee: \$

Emergency 9-1-1 Service Contact Information

Direct Telephone Number for Local / Regional Emergency Services ()

Dealer Information

Dealer Name Contact

Address Phone () Fax ()

NOTICE TO NEW SUBSCRIBER: 1) By signing this form you are agreeing to abide by both DialToneServices (DTS L.P.) Terms and Conditions of Service and the DTS Customer Guide. Please read these documents prior to signing this agreement. 2) You are entitled to a copy of this agreement. 3) This agreement is made between you and DTS L.P. for the provisioning of satellite-delivered telephone services, along with any additional features and services ordered by you. 4) Please call your local dealer or our customer care center at 877-579-8702 if you have additional questions.

I have read and understand the DTS Disclosure of Service (Please initial). I have received and read the DTS Customer Guide (Initial).

I fully understand that both the satellite telephone equipment and the SIM card belong to and remain the property of DTS (Please initial).

I certify as the customer that the information provided on this agreement is valid and correct. (Please initial).

Customer's Signature

Dealer's Signature

White Copy - DTS

Yellow Copy - Dealer

Pink Copy - Customer

Terms and Conditions

1. **Parties** - The parties to this Subscriber Agreement ("Agreement") are Dial Tone Services, L.P. ("DTS"), on behalf of itself, and certain affiliates that may provide products or services to you from time to time, and the individual identified on the accompanying Agreement ("Subscriber" or "you"). Certain activities referred to in this Agreement will be performed by the dealer installing the satellite telephone systems ("Dealer").
2. **Equipment** - Your right to use the DTS Equipment shall continue so long as you receive services from DTS, and shall be subject to your obligation to pay the fees and your compliance with the other terms of this Agreement (the "Subscriber Agreement"). If you discontinue telephone services from DTS, you will be required to return equipment to DTS as described herein. DTS will provide to you the satellite unit consisting of a send-receive unit, antenna, mounting pole, NID, power supply and wiring. All parts of the satellite unit remain the property of DTS and upon termination service are to be made available for collection by an authorized DTS dealer or directly by DTS. The liquidated damages for not returning DTS's equipment in good working order and with no missing parts are as follows: \$1,200 for handhelds, \$2,000 for fixed units, and \$3,000 for MSAT G2 units.
3. **Installation** - Dealer will deliver and install the Equipment at Subscriber's residence or business location. Customer may be required to pay Dealer the applicable equipment setup fee for the installation of the outdoor unit. If your residence is not wired with RJ11 phone jacks, you may also be required to pay Dealer an installation fee for additional indoor phone jack installations. It is the responsibility of the dealer and customer to review and agree to any additional work beyond the scope of the standard installation.
4. **Subscription and Fees** - Subscriber hereby subscribes to the DTS Services indicated on the accompanying Agreement, or selected at the time of activation. Subscriber shall pay the applicable account setup fee, if any, directly to Dealer. Subscriber will also pay: (i) the prevailing monthly fees for the DTS Services you select, which includes usage and limited service for each of your phone numbers provided by DTS, and (ii) the other fees or charges applicable for the services received by you, pursuant to the standard terms and conditions of DTS in effect from time to time.
5. **Statements and Payments** - All monthly charges are to be paid in advance, or at the time billed by DTS, and no portion of such monthly charges will be refundable, even if you discontinue service prior to the end of a billing cycle. DTS will provide you a statement for each billing cycle (once every 30 days). Statements will reflect: a) payments, credits, purchases and any other charges to your account; and b) the amount you owe to DTS and the date the payment is due. Payment of the outstanding balance is due in full by the date due. If we do not receive payment from you by the date due on the billing statement, DTS has the right to deactivate your service. DTS may, but is not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. Late Fees will be assessed monthly as allowed by applicable law until the total outstanding account balance, including Late Fees and all other charges, are paid. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, DTS can, but is not required to accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. DTS will not suspend or disconnect your local calling service for failure to pay any charges other than for residential local calling, except for the nonpayment of long distance charges incurred after toll blocking was imposed. If you have provided DTS with a credit card to secure a commitment, the return of equipment or other obligations that you have incurred to DTS, and you fail to make payments to DTS as required herein, DTS reserves the right to charge all amounts owed by you to that credit card. You agree to pay all amounts owed by you to DTS. If you are charged a cancellation fee, a Leased Equipment non-return fee, or you owe other amounts upon your termination of service, you authorize DTS to charge all of these amounts to the credit/debit card identified on the accompanying Agreement. Where your order is taken by telephone, Internet or other remote means, you acknowledge that your credit card information has been provided to DTS or DTS' agent and you hereby provide DTS authorization to charge the aforementioned fees to that credit/debit card. In those instances, for security purposes certain digits may be omitted from the credit/debit card information appearing on this Agreement. During the term of this Agreement, you agree that if your credit/debit card is cancelled or you exceed the available credit limit, you will provide DTS with information for a substitute credit card and authorize DTS to charge the above mentioned amounts to that card. DTS reserves the right to require you to post an alternate or different form of security to secure your obligations hereunder including, but not limited to, requiring you to sign up for credit card auto-payment or to make a prepayment against programming fees you will incur.
6. **Termination or Change in Service** - You may not eliminate or cancel your DTS Telephone Service package or terminate this Agreement prior to the expiration of the indicated months of commitment on this agreement following your date of activation. We may terminate this Agreement at any time upon the occurrence of any of the following: (1) you fail to make any payment owing to DTS or any of its affiliates within ten (10) days of its due date; (2) you transfer, encumber or relocate the Equipment without our prior written approval; (3) you assign or attempt to assign any of your rights, duties, or obligations under this Agreement; (4) any act of bankruptcy on your part or the commencement of bankruptcy proceedings against you; (5) you breach the terms of this Agreement; or (6) for other good cause as outlined in the DTS Customer Guide. If within the committed time period following activation: (i) you deactivate the DTS Services and/or terminate this Agreement after the expiration of your rescission right, if any, under applicable state and local consumer laws; or (ii) your service is terminated by DTS for cause (including, but not limited to, non-payment), DTS reserves the right to charge you a cancellation fee of up to the amount indicated on this agreement. If, within the commitment time frame following activation, either: 1) you deactivate the DTS Services, thereby terminating this Agreement after expiration of your rescission right (if any), but prior to contract fulfillment under applicable state and local consumer laws; or 2) your service is terminated by DTS for cause (including, but not limited to, non-payment), DTS reserves the right to charge you a cancellation fee of up to the amount indicated on this agreement. DTS may, at its discretion, charge the total amount of these fees to your credit card in one or more installments. You agree to pay all fees and charges incurred by you prior to, and in connection with, your termination, including the cancellation fee or any Equipment non-recovery fees. DTS may charge the total amount of these fees to your credit card in one or more installments, at its election. You agree to pay all fees and charges incurred by you prior to and in connection with your termination, including the cancellation fee or any Equipment non-recovery fees. If the company fails to resolve your request, or if you would like to file a complaint, please write or call the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. Your phone service cannot be disconnected for disputing or refusing to pay unauthorized charges. You may have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about possible additional rights.
7. **Equipment and Service** - You agree to take reasonable care of the outside satellite transmission Unit. DTS (or a third-party vendor designated by DTS) will repair or replace any inoperable portion of the Equipment that has been used properly in accordance with its intended purposes and instructions. Repairs will be provided during normal business hours. To obtain service, contact DTS or its vendor through the toll-free number or other means designated by DTS. DTS will service the inoperable Equipment by providing, in its sole discretion, one or more of the following: (i) technical support provided through our toll free telephone number, (ii) repair services at its designated service center, (iii) replacement equipment, or (iv) on-site service at your residence. DTS will not be responsible for (i) theft, vandalism, misuse or abuse; (ii) damage resulting from failure of, or improper use of, any electrical source, or connection to other products (iii) consequential damages as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Agreement; (iv) consequential damages or delay in rendering service under this Agreement or loss of use during the period that any portion of the Equipment is inoperable; (v) any inside wiring or equipment.
8. **Location** - You agree to notify DTS of any change in your residence including if you move and want service disconnected or transferred to your new residence or if the party to this agreement moves out of the residence and other parties wish to continue service under this agreement.
9. **Transfer** - You may not sell, pawn or otherwise dispose of the Equipment. If you do so, DTS may terminate this Agreement and require you to pay the Equipment non-recovery fee, as appropriate.
10. **Ownership** - DTS owns the Equipment and will retain title to it at all times. You do not own the Equipment and will not acquire any ownership rights to it under this Agreement or otherwise.
11. **Equipment Return** - If you elect to terminate your DTS service or our services are disconnected at any time, you must make available to DTS each piece of Equipment in substantially the same condition as those items were when installed, excepting normal wear and tear. In order to return these items or to make available for recovery by DTS, you can call DTS at 61138 on your DTS or 415-292-0955 to obtain return instructions. If the Equipment is missing, not made available for collection or otherwise damaged or abused DTS reserves the right to charge you for the full cost of the Equipment and may result in criminal charges.
12. **Annual Fees and Taxes** - All fees and charges identified herein or on other fee schedules of DTS are exclusive of taxes. Subscriber will be responsible for payment of all sales, use or other taxes imposed on payments made by Subscriber to DTS hereunder, other than taxes on the net income of DTS.
13. **Disruptions in Service** - The provision of DTS Service to you relies on the proper functioning of any or all of Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's own equipment, as well as the proper functioning of equipment not under Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's control. Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's obligations to provide Service to DTS is subject to each of the following: (a) The proper functioning of the satellite system owned by Globalstar, L.P., Iridium Satellite, LLC, and/or Mobile Satellite Ventures, LP; (b) The proper functioning of any third party carrier system relied upon to complete a call (such as long-distance, roaming, exchange or interconnection providers); and (c) The availability to Globalstar USA, LLC, Iridium Satellite, LLC, and/or Mobile Satellite Ventures, LP of capacity on and availability of their respective systems.
14. **System Limitations** - Be advised of the following constraints on Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's ability to provide Service to DTS without disruption: (a) Each of Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's systems and the Globalstar, L.P., Iridium Satellite, LLC, and/or Mobile Satellite Ventures, LP satellite systems are inherently capacity-constrained; (b) Service may be refused or limited, without liability to Globalstar USA, LLC, Iridium Satellite, LLC, and/or Mobile Satellite Ventures, LP due to capacity limitations, including capacity limitations due to any repair, testing, upgrade or modification work on either Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's system or the Globalstar, L.P., Iridium Satellite, LLC, and/or Mobile Satellite Ventures, LP satellite system; (c) Emergency access to Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's systems by public safety organizations may preempt Customers' use of Globalstar USA, LLC's, Iridium Satellite, LLC's, and/or Mobile Satellite Ventures, LP's system; (d) Service is subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions.
15. **Limitation of Liability** - You acknowledge and agree that liability of DTS, Globalstar USA, LLC, Iridium Satellite, LLC, and/or Mobile Satellite Ventures for damages due to any failure, disruption or degradation in Service shall be limited to the charges imposed for the affected Service for the period such failure, disruption or degradation occurred. IN NO EVENT SHALL DTS, Globalstar USA, LLC, Iridium Satellite, LLC, and/or Mobile Satellite Ventures BE LIABLE, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
16. **General** - Notices under this Agreement must be sent by facsimile, telegram, teletype or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change) and will be effective on the third day after post. This Agreement represents the entire agreement between the parties regarding this subject and supersedes all previous oral or written communications between the parties regarding the subject. This Agreement may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. The parties will attempt to settle any controversy or claim arising between them through good faith negotiation or mediation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts for resolution. Failure to exercise any rights hereunder shall not constitute a waiver or forfeiture of such rights. Subscriber may not assign this Agreement or delegate performance under it without the prior written consent of DTS. DTS may assign this Agreement or its rights or obligations hereunder at any time without notice to Subscriber. This Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to its conflict of law provisions.